



PUBLIC SERVICE COMMISSION

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October 19, 1999

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Myron L. Cauble, Jr.  
Counsel

Ms. Lynda L. Dorr  
Secretary to the Commission  
Public Service Commission of WI  
P O Box 7854  
Madison, WI 53707-7854

Re: Application for Approval of the Renewal to the Reciprocal Compensation for  
CMRS Local Calling in Wisconsin Between Wisconsin Bell, Inc. and  
PrimeCo Personal Communications  
Dated October 14, 1999

Dear Ms. Dorr:

Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin hereby requests approval pursuant to 47 USC 252, of the enclosed Interconnection Agreement between Wisconsin Bell and PrimeCo Personal Communications.

I have been authorized by PrimeCo Personal Communications to submit for Commission approval pursuant to 47 USC s.252(e), the enclosed Renewal for Reciprocal Compensation for CMRS Local Calling in Wisconsin

I hereby certify that a copy of this letter has been served on Deana Charba of PrimeCo Personal Communications, 6 Campus Circle, Westlake, Texas 76262. Phone 817-258-1209.

Very truly yours,

MLC:mk1

cc: Mr. Barth, PSCW  
Mr. Devine, Ameritech  
Ms. McDuff, Ameritech



RENEWAL OF INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Pursuant to sections 251 and 252 of the Telecommunications Act of 1996, Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation on behalf of and as agent for Ameritech Wisconsin ("Ameritech") and PrimeCo Personal Communications, L.P., a Delaware limited partnership ("PrimeCo") are parties to an Interconnection Agreement ("the Agreement") dated July 14, 1997, which was approved by the Wisconsin Public Service Commission on October 23, 1997. (*Exhibit A*).

In consideration of the mutual covenants contained herein, Ameritech and PrimeCo hereby agree to renew the above referenced Interconnection Agreement by and through this **Renewal Agreement**. Ameritech and PrimeCo agree as follows:

1. Effective Date. This Renewal Agreement shall be effective upon the approval of this Renewal Agreement by the Commission under Section 252 of the Telecommunications Act of 1996. Until such time as this Agreement is approved by the Commission, the rates, term and conditions set forth in Exhibit A shall remain in effect.
2. Term. The term of this Renewal Agreement shall be three (3) years beginning on the Effective Date of this Agreement.
3. Reverse Billing. After the Effective Date of this Renewal Agreement, Reverse Billing shall not be available to PrimeCo. Therefore, Section 5.1 of Exhibit A is hereby deleted.
4. Incorporation and Conflict. All other provisions of the Agreement attached as Exhibit A remain unchanged and are hereby incorporated into this Renewal Agreement. In the event of a conflict between the terms of this Renewal Agreement and the Agreement, the terms of this Renewal Agreement will take precedence.
5. Assignment. Notwithstanding Section 20.0 of Exhibit A, this Renewal Agreement and the Agreement may be assigned to Bell Atlantic Corporation and/or Vodafone AirTouch PLC, or to any subsidiary or affiliate of either or both of them, with prior written notice of such assignment to Ameritech.
6. Entire Agreement. The Agreement, as amended by this Renewal Agreement, is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, representations, statements, or understandings whether written or oral, relating thereto.

**EXECUTION ORIGINAL**

IN WITNESS WHEREOF, this Renewal Agreement has been executed by the parties on the date set forth below.

**PRIMECO PERSONAL  
COMMUNICATIONS, a Limited  
Partnership**

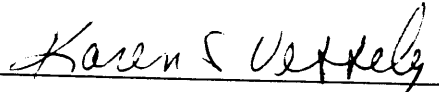
By: 

Name: Limond Grindstaff

Title: VP/CTO Engineering & Operations

Date: October 4, 1999

**AMERITECH INFORMATION  
INDUSTRY SERVICES, a division of  
Ameritech Services, Inc. on behalf of  
Ameritech Wisconsin**

By: 

Name: Karen S. Vessely

Title: President

Date: October 14, 1999

REVIEWED BY SB/TJM  
PRIMECO'S LEGAL DEPT

**Agreement  
For Reciprocal Compensation For  
CMRS Local Calling in Wisconsin**

This Agreement, dated 7/14, 1997 ("Effective Date") is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 on behalf of Wisconsin Bell Inc., d/b/a/ Ameritech Wisconsin ("Ameritech") and PrimeCo Personal Communications, L. P., a Delaware limited partnership with offices at 6 Campus Circle, Westlake, Texas, 76262 ("Carrier").

WHEREAS, Ameritech is a Local Exchange Carrier in the state of Wisconsin;

WHEREAS, Carrier is a Commercial Mobile Radio Service provider operating within the state of Wisconsin;

WHEREAS, Ameritech and Carrier exchange calls between each other's networks and wish to establish reciprocal compensation arrangements for these calls;

NOW THEREFORE, in consideration of the covenants and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Carrier hereby agree as follows:

**1.0 DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings specified below in this Section 1.0 and as defined elsewhere within this Agreement.

- 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.
- 1.2 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

- 1.3 "Calling Party Pays Traffic" means calls made in connection with a service where a caller to a mobile or paging subscriber agrees to pay the charges for the call. Typically, an announcement is played giving the caller the option to accept the charges or to end the call without incurring charges.
- 1.4 "CCS" means one hundred (100) call seconds.
- 1.5 "Commercial Mobile Radio Service" or "CMRS" is as defined in the Act.
- 1.6 "Commission" means the Wisconsin Public Service Commission.
- 1.7 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.
- 1.8 "FCC" means the Federal Communications Commission.
- 1.9 "Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.
- 1.10 "IntraLATA Toll Traffic" means all intraLATA calls other than Local Telecommunications Traffic.
- 1.11 "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 1.12 "Local Exchange Carrier" or "LEC" is As Defined in the Act.
- 1.13 "Local Telecommunications Traffic" means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(a).
- 1.14 "Multi-Party Traffic" means calls for which more than two (2) Carriers collaborate to complete the call.

- 1.15 "Mobile Switching Center" or "MSC" means a CMRS provider's facility which links wireless phones to the public switched telephone network and handles switching of the traffic.
- 1.16 "Non-CMRS Traffic" means traffic which is neither originated nor terminated on the wireless facilities of a CMRS provider.
- 1.17 "Party" means either Ameritech or Carrier, and "Parties" means Ameritech and Carrier.
- 1.18 "Reciprocal Compensation" means an arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of Local Telecommunications Traffic that originates on the network facilities of the other carrier.
- 1.19 "Telecommunications" is As Defined in the Act.
- 1.20 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.
- 1.21 "Telecommunications Carrier" is As Defined in the Act.
- 1.22 "Telephone Toll Services" is As Defined in the Act.
- 1.23 "Termination" means the switching of Local Telecommunications Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.
- 1.24 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.25 "Type 1 Service" means service which provides both a line side and a trunk side connection between a CMRS Provider's MSC and an Ameritech end office.
- 1.26 "Type 2 Service" means a service which provides a trunk side connection between a CMRS provider's MSC and an Ameritech tandem (Type 2A) or end office (Type 2B).

- 1.27 "Type 2. Billing Option 1" means a payment option which allows a CMRS provider to choose to pay Ameritech for the usage sensitive portion of originating calls from Ameritech's end office to the MSC.
- 1.28 "Type 2. Billing Option 2" means a payment option which allows a CMRS provider to choose to have the Ameritech landline caller to a CMRS number pay Ameritech for the usage sensitive portion of the call from Ameritech's end office to the MSC.

## **2.0 INTERPRETATION AND CONSTRUCTION**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

## **3.0 RECIPROCAL COMPENSATION**

- 3.1 Subject to the limitations set forth below, Ameritech shall compensate Carrier for the Transport and Termination of Local Telecommunications Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the Transport and Termination of Local Telecommunications Traffic originated on Carrier's wireless network. The rates for reciprocal compensation are set forth in Attachment A, Figure 1 and 2. These rates shall be further revised in the event that the FCC, the Commission or a court of law changes or modifies the rules or cost methodology by which such rates are calculated. Rates which are revised pursuant to this paragraph shall be effective immediately upon written notice given by Ameritech to Carrier or by Carrier to Ameritech, whichever occurs earlier.

- 3.2 Reciprocal Compensation shall not apply to:

- (a) Multi-party Traffic;
- (b) Type 1 Traffic;

- (c) Calls for which the originating Party does not charge the caller, including, but not limited to, 500, 700, 800/888, 900 and 976 calls;
  - (d) Calls for which the terminating Party has elected to pay the originating party, including Type 2. Billing Option 1 Traffic.
- 3.3 The following traffic is not subject to this Agreement:
  - (a) Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic and interstate access "roaming" traffic;
  - (b) Non-CMRS Traffic.
- 3.4 The calculation of minutes for purposes of Reciprocal Compensation shall be as specified in Ameritech's intrastate access tariff.
- 3.5 For purposes of defining Local Telecommunications Traffic under this Agreement, the origination and termination points shall be determined as follows. The origination point and the termination point on Ameritech's network shall be the end office serving the calling or called party. The origination point and the termination point on Carrier's network shall be the cell site or base station which services the calling or called party at the time the call begins.
- 3.6 The rates set forth on Attachment A shall become effective thirty (30) days after this Agreement is approved by the Commission or the FCC under Section 252 of the Act. From the date Carrier requested negotiation or renegotiation of its arrangement with Ameritech under 47 CFR Section 51.715 or Section 51.717(a), until thirty (30) days after this Agreement is approved by the Commission or the FCC, Ameritech shall continue to assess upon Carrier Ameritech's tariffed rates for Type 2 Service. Carrier shall impose the same rates upon Ameritech for providing its transport and termination services beginning on the earlier of the date Carrier submitted a written request for renegotiation or November 1, 1996.

#### **4.0 TRAFFIC NOT SUBJECT TO RECIPROCAL COMPENSATION**

Type 2 Traffic which is not subject to Reciprocal Compensation under this agreement shall be charged at the rates set forth in Attachment D. Charges

for carrier dedicated trunks are set forth in Attachment E. Type 1 Traffic shall be charged at the rates set forth in Attachment F.

## **5.0 ELECTED SERVICES**

- 5.1 As long as such service is offered by Ameritech, Carrier may elect Ameritech's Type 2 Billing Option 1 for the NXX codes as may be designated in the future. Under Billing Option 1, Carrier agrees to pay the then-existing tariffed access charges for calls terminated to it pursuant to such service. Carrier may revoke such election as to all or any part of such service by providing Ameritech at least thirty (30) days prior written notice.
- 5.2 Ameritech currently is not providing Carrier Type 1 service. If Carrier orders Type 1 service in the future, it shall do so pursuant to the terms and conditions in Ameritech's then-existing tariff or, in the absence of such a tariff, the terms and conditions which are generally available via contract.
- 5.3 Carrier shall not impose Transport and Termination charges on Ameritech for Type 1 Traffic or Type 2 Billing Option 1 Traffic delivered by Ameritech to Carrier.

## **6.0 CALLING PARTY PAYS TRAFFIC**

Carrier shall be responsible for the charges for Calling Party Pays Traffic originated by its customers. Upon request, Ameritech will provide Carrier rated billing information for such calls.

## **7.0 MULTI-PARTY TRAFFIC**

- 7.1 The Reciprocal Compensation obligations in this Agreement shall not apply to calls which are jointly carried by Ameritech and another facilities-based telecommunications carrier, including interexchange carriers ("IXCs"), independent telephone companies ("ICOs"), competitive local exchange carriers ("CLECs") or CMRS providers, and which are terminated to Carrier. Except as provided below, payments for these calls shall continue to be made as they are being made as of the Effective Date of this Agreement.
- 7.2 For calls which originate on the network of an ICO, CLEC or other CMRS provider, and which are carried by Ameritech and are terminated on Carrier's network (as illustrated on Attachment B, figure 1), Ameritech shall pass such calls to Carrier, and Carrier

shall terminate such calls, without charge to one another. Reciprocal Compensation shall not apply.

- 7.3 For calls which originate on Carrier's network and which are carried by Ameritech for termination by an ICO, CLEC or other CMRS provider (as illustrated on Attachment B, figure 2), Carrier shall pay Ameritech at the rates set forth in Attachment B, Figure 3. Reciprocal compensation shall not apply. Carrier is responsible for additional charges, if any, that may be assessed by the ICO, CLEC or other CMRS provider for the portion of the service provided by such carrier.
- 7.4 The rate set forth in Attachment B, Figure 3 is interim and shall be superseded by the rate for multi-party traffic, or transiting, established by the Illinois Commission in Dockets 96-0468 and 96-0569. In addition, the Parties shall true-up compensation for transiting such that Ameritech shall receive the transiting rate it would have received had the approved rates been in effect as of the date the rate in Attachment B became effective. The true-up shall include the period beginning on the date the rate in Attachment B becomes effective and ending on the date Ameritech's approved rate becomes effective. The true-up, including the payment of the amounts due thereunder, shall be completed within sixty (60) days of the date Ameritech's approved rates become effective.
- 7.5 This Section 7.0 shall not apply to traffic carried by Ameritech pursuant to the Commission's primary toll carrier plan or a similar plan.

## **8.0 SEPARATE TRUNK GROUPS**

- 8.1 The Parties acknowledge that it is important that Ameritech be able to accurately identify traffic types for appropriate charging. In order to achieve this goal, Carrier shall select from either of the options set forth in 8.2 and 8.3.
- 8.2 Option 1
- 8.2.1 Carrier and Ameritech shall provision five separate trunk groups between Carrier's MSCs and Ameritech's network. The five trunk groups shall separately carry the following types of traffic:

- a. If the prefix of the called number is rated at Carrier's location, Ameritech shall provision a trunk group for traffic from Ameritech to Carrier for call eligible for Reciprocal Compensation under this Agreement.
- b. If the prefix of the called number is rated at Carrier's location, Ameritech shall provision a trunk group for traffic from Ameritech to Carrier for calls which are not eligible for Reciprocal Compensation under this Agreement.
- c. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls eligible for Reciprocal Compensation under this Agreement;
- d. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls which are not eligible for Reciprocal Compensation under this Agreement; and
- e. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

8.2.2 All trunks shall be provisioned and maintained at a P.01 grade of service and shall use SS7 signaling.

8.2.3 If the Parties agree that any of these trunk groups is no longer required for accurate billing, the Parties shall eliminate one or more of these trunk groups.

### 8.3 Option 2

8.3.1 Carrier shall be responsible for provisioning two separate trunk groups between its MSCs and Ameritech's network. One trunk group shall separately carry the types of traffic set forth in Section 8.2.1(a) through (d); the other shall carry the type of traffic set forth in Section 8.2.1(e). Charges for the two trunk groups set forth in Section 8.2.1(a) through (d) shall be reduced by seventeen percent (17%) to reflect Ameritech's use of the trunks for traffic originating on Ameritech's network and terminating on Carrier's network. Six (6) months after the Effective Date, Ameritech shall calculate on a minutes of use basis the percentage of the two-way trunks groups used for Ameritech's land to mobile Type 2, Billing Option 2 traffic. For the following twelve (12)

months. charges for the two-way trunk groups shall be reduced by this percentage. This figure shall be recalculated every twelve (12) months. All trunks shall be provisioned and maintained at a P.01 grade of services and shall use SS7 signaling.

8.3.2 At the Carrier's option, Ameritech shall provide Carrier the following monthly reports on network usage at the prices set forth in Attachment C:

- (a) **CMRS Report.** A report showing traffic originating on Ameritech landline facilities and terminating to Carrier. This report may be used by Carrier to calculate Ameritech's obligations to pay Reciprocal Compensation. Charge for this report are set forth in Attachment C. Figure 1.
- (b) **Traffic Distribution Report.** A report showing traffic terminating through Ameritech to ICOs, CLECs or other CMRS providers. This report shall be used to calculate Carrier's obligations in Section 7.0 to pay Ameritech for Multiparty Traffic. Charges for this report are set forth in Attachment C, Figure 2.

Sample copies of both reports are shown in Attachment C.

8.3.3 Carrier agrees to accept the reports as an accurate statement of traffic exchanged between the parties, subject to the right to audit the reports. Such right to audit shall be waived if not exercised within one hundred twenty (120) days of receipt of the report.

8.3.4 Subject to the prior approval of Carrier, Ameritech shall have the ability, at its option and upon sixty (60) days written notice, to direct Carrier to convert from Trunk Group Option 2 to Option 1 of this Section.

## **9.0 TERM AND SCOPE**

9.1 This Agreement shall commence on the Effective Date and shall continue in effect for a period of two (2) years. The Parties shall enter into negotiations to replace this agreement with Ameritech's Interconnection Agreement for a wireless system. Negotiations shall be concluded, and a new agreement shall be executed, by January 1, 1998. Absent a receipt by one Party of written notice

from the other Party at least ninety (90) days prior the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after expiration of the Term until terminated by either Party pursuant to Section 9.2.

- 9.2 If pursuant to Section 9.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate the Agreement. Upon such notice, either party may require negotiations of the rates, prices and charges, terms and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the Commission issues its order, the rates, terms and conditions of this Agreement shall control. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 9.2 other than to pay to the other Party any amounts owed under this Agreement.

## 10.0 PAYMENT

- 10.1 Ameritech and Carrier shall invoice each other on a monthly basis. Both Ameritech and Carrier shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Past due amounts shall be assessed a late payment charge in the amount of 0.000493% per day (annual percentage rate of 18%) compounded daily, or the highest rate allowed by law, whichever is lower. If either party disputes an amount, it must do so in writing to the other party within forty-five (45) days from the date of the invoice.
- 10.2 There shall be no "netting" of the amounts due hereunder against any other amount owed by Ameritech or Carrier to each other.

## **11.0 LIMITATION OF LIABILITY**

In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other Party has been advised of the possibility of such damages.

## **12.0 REGULATORY APPROVAL**

- 12.1** The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.
- 12.2** The terms and conditions of Ameritech's intrastate access tariff continue to apply to the services provided by Ameritech to Carrier that are subject to this Agreement.
- 12.3** If Ameritech enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for interconnection within Wisconsin to another requesting Telecommunications Carrier, including itself or its Affiliate, Ameritech shall make available to Carrier such arrangement upon the same rates, terms and conditions as those provided in the Other Agreement. Carrier may avail itself of either (i) the other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that relate to the arrangements in the Other Agreement for the interconnection and reciprocal compensation of local telecommunications traffic.
- 12.4** Upon Carrier's election to adopt provisions of the Other Agreement, the Parties shall amend this Agreement to reflect such

terms within thirty (30) days after Ameritech's receipt of notice specifying such election. Notwithstanding the foregoing, Carrier may not avail itself of any of the arrangements in the Other Agreement if Ameritech demonstrates to the Commission that it would incur greater cost to provide such arrangement than to the Telecommunications Carrier that is party to the Other Agreement.

### **13.0 AUTHORIZATION**

13.1 Ameritech Information Industry Services, a division of Ameritech Services, Inc., is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Wisconsin.

13.2 PrimeCo Personal Communications, L.P. is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

### **14.0 COMPLIANCE**

Each party shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

### **15.0 INDEPENDENT CONTRACTOR**

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

### **16.0 FORCE MAJEURE**

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil

or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event"). Each Party shall use best efforts to resume full performance within sixty (60) days of the cessation of the Force Majeure Event.

## **17.0 CONFIDENTIALITY**

- 17.1** Ameritech and Carrier intend to disclose to each other information, which may include confidential information. "Confidential Information" means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private on disclosure.
- 17.2** The terms "Disclosing Party" and "Recipient" include each party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto shall therefore also inure to such affiliates and may be directly enforced by or against such affiliates.
- 17.3** The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall:
- (a) use the Confidential Information only for the purpose(s) set forth in Attachment A;
  - (b) restrict disclosure of the Confidential Information to employees of the Recipient and its affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; provided that, in no event shall Ameritech disclose any Confidential Information whatsoever of Company to any Ameritech affiliate or employee engaged in the provision of wireless services competing with, or which may in the future compete with Carrier.

- (c) advise those employees who access the Confidential Information of their obligations with respect thereto; and
- (d) copy of the Confidential Information only as necessary for those employees who are entitled to receive it, and maintain full and accurate records of any such copying and ensure that all confidentiality notices are reproduced in full on such copies.

For purposes of this Agreement only, "employees" includes third parties retained by the parties hereto for temporary administrative, clerical or programming support. A "need to know" means that the employee requires the Confidential Information to perform their responsibilities in connection with the Project.

17.4 The obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate:

- (a) is or becomes available to the public through no breach of this Agreement;
- (b) was previously known by the Recipient without any obligation to hold it in confidence;
- (c) is received from a third party free to disclose such information without restriction;
- (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
- (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;
- (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of an for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protect order.

- 17.5 When requested by the Recipient, the Disclosing Party shall provide a non-confidential resume of Confidential Information prior to disclosure of the actual Confidential Information to enable the Recipient to determine whether it will accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates any party to disclose to the other party any particular information.
- 17.6 If the Disclosing party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient, in writing, within 10 days thereafter. The Recipient's obligations under Paragraph 3 in connection with information encompassed by this paragraph shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information.
- 17.7 Each party shall comply with applicable export laws and regulations of the United States with respect to any technical data received under this Agreement.
- 17.8 Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.
- 17.9 The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

- 17.10 Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this Agreement.
- 17.11 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.
- 17.12 All obligations undertaken respecting Confidential Information disclosed hereunder shall survive termination of this Agreement for a period of two (2) years.

## **18.0 GOVERNING LAW**

For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

## **19.0 TAXES**

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be eligible for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or

required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate will result in no exemption being available to the purchasing Party.

## **20.0 NON-ASSIGNMENT**

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

## **21.0 NON-WAIVER**

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

## **22.0 AMENDMENT OR OTHER CHANGES TO THE ACT; RESERVATION OF RIGHTS**

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act ("Amendment to the Act"), either Party may, by providing written notice to the other Party require that this Agreement be amended to reflect the pricing, terms and conditions of each such Amendment to the Act. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective, as determined by the FCC, the Commission or the Court, as of the Effective Date and each party reserves its rights and remedies with

respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

### **23.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS**

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

### **24.0 NOTICES**

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following address of the Parties:

To Carrier:

PrimeCo Personal Communications, L.P.  
Director, Technology Management  
6 Campus Circle  
Westlake, Texas 76262

with a copy to:

PrimeCo Personal Communications, L.P.  
6 Campus Circle  
Westlake, Texas 76262  
Attn: Vice President and General Counsel

To Ameritech:

Ameritech Information Industry Services  
350 North Orleans  
Chicago, Illinois 60654

with a copy to:

Ameritech Information Industry Services  
350 North Orleans  
Third Floor  
Chicago, Illinois 60654  
Attn: Director Contract Development/Administration

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U. S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

#### **25.0 JOINT WORK PRODUCT**

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

#### **26.0 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY**

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligations of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

#### **27.0 SURVIVAL**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including but not limited to the confidentiality provisions hereof.

#### **28.0 ENTIRE AGREEMENT**

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other

communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have agreed to the foregoing as of the date set forth above.

PrimeCo Personal  
Communications, L.P.

By: *David A. Duff*

Date: 7/14/97

Title: VP Engineering & Ops

Ameritech Information Industry  
Services, a division of Ameritech  
Services, Inc., on behalf of  
Wisconsin Bell, Inc., d/b/a Ameritech  
Wisconsin

By: *Kenneth N. Vag*

Date: 7/14/97

Title: VP-MKTG.



Reciprocal Compensation:

Per Minute of Use

30 days after state commission approval

**Figure 1. (Ameritech to Carrier calls)**

For calls originated on Ameritech's network and  
terminated on Carrier's network:

up to 12/31/97	\$0.004631
beginning 1/1/98	\$0.005385

**Figure 2. (Carrier to Ameritech Calls)**

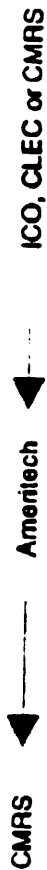
For calls originated on Carrier's network and  
terminated to Ameritech's and office via:

Type 2A Service, local call  
Type 2B Service, local call

\$0.005385
\$0.004241

**MULTI-PARTY CALLS**

**Figure 1**



**Figure 2**



**Figure 3**

Calls originating on Carrier's network  
terminating to a multi-party network  
and transiting Ameritech's Type 2A service

Per Minute of Use  
\$0.005385

**REPORT CHARGES:**

**Figure 1**

<b>Ameritech Originating Traffic Report</b>	
Per report, per month, per ACNA, per State	\$495.00
additional copies	\$200.00

**Figure 2**

<b>Traffic Distribution Report Charges</b>	
Per report, per month, per ACNA, per State	no charge
additional copies	no charge

Figure 3

**AMERITECH ORIGINATING TRAFFIC REPORT**  
**July 1997**  
 (example)

<u>Par report.</u>	<u>NXX</u>	<u>MIN</u>	<u>ACNA</u>
312	NXX	132,089	XXX
312	NXX	122,954	XXX
312	NXX	544	XXX
630	NXX	12,540	XXX
708	NXX	145,099	XXX
847	NXX	256,237	XXX
847			
<b>Total Minutes of Use</b>			<b>x,xxx,xxx</b>
<b>Total Reciprocal Comp. Amount</b>			<b>\$xx,xxx</b>

Figure 4

# **Transit Traffic Distribution Report** **Wireless to Land** (example)

Carrier _____	
LEC	Monthly Minutes (per 1 MIL.)
General Tel	2,575
Century	16,597
Deerfield Farmers	75,996
Spring-CENTEL	467,260
Lennon	35,746

Rates for Type 2 Traffic Not Subject to Reciprocal Compensation

## WISCONSIN

	Per Minute of Use
<u>Carrier Line Switching, 2A or 2B</u>	\$0.0066
<u>Carrier Common Trunk, 2A</u>	
mileage bands: 0 to 1	\$0.0066
2 to 10	\$0.0084
11 to 26	\$0.0125
27 to 32	\$0.0163
33 to 40	\$0.0244
over 40	\$0.0285

**AMERITECH - WISCONSIN**  
**Rates and Charges Applicable to Type 2 Service**

<b>ELEMENT</b>	<b>NON RECURRING</b>	<b>MONTHLY CHARGES</b>
<b>Carrier Dedicated Trunk - 2A or 2B</b>		
<b><u>Digital (DS1)</u></b>		
<b>Per 24 trunks</b>	<b>\$500.00</b>	<b>\$70.00</b>
<b>Mileage charges, per mile, per DS1</b>		<b>\$30.00</b>

## Rates and Charges Applicable to Type 1 Service

## A. Monthly Exchange Services. Message Rate Services

1. Each Trunk line to PBX equipment  
Exchange Access Trunk

Access Line	Rates specified in PSC of Wisconsin No 20, part 4 apply
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Usage Package	Rates specified in PSC of Wisconsin No 20, part 4 apply
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Trunk Service and Equipment to Establish Service	Rates specified in PSC of Wisconsin No 20, part 4 apply
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2. Each Exchange Access Trunk Equipment      [\$16.50 monthly]

Non-recurring charge	[\$100.00]
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Additional charges may be applicable depending upon Carrier's system configuration.

## B. Usage Charges

Usage charges are rates that apply only when a specific rate element is used. Network usage for Type 1 service is furnished on a message rate basis.

Rates per message	Rates specified in PSC of Wisconsin No 20, [parts 4 and 9] apply
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